

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY
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PATRICIA LEO HOLLOWMAN et al.,	:	08 Civ. 211 (LAP)
	:	
Plaintiffs,	:	<u>ORDER</u>
	:	
v.	:	
	:	
NEW YORK STATE NURSES ASSOC.,	:	
	:	
Defendant.	:	
	:	

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LORETTA A. PRESKA, U.S.D.J.

MAY 04 2009 -9 AM

WHEREAS the parties appeared for a settlement conference before the Court on February 26, 2009, and

WHEREAS the parties have agreed to the terms of the resolution of this matter and set forth herein and in the attachment hereto,

WHEREAS the parties agree that a workshop shall be conducted during the 2009 NYSNA Convention, which shall consist of a free-flowing exchange of ideas, and

WHEREAS the parties agree that the Plaintiffs shall be permitted to distribute a handout, which clearly identifies the names of the author(s) of the document, at the workshop consistent with the Defendant's standard convention handout policy, except that the Plaintiffs shall be permitted to express communication

policy

policy views inconsistent with Defendant's policy views in the handout,

NOW THEREFORE it is agreed that,

1. No official recording or transcript will be kept of the workshop, and
2. Plaintiffs shall submit to Defendant one month before the workshop a draft of the handout; one week later Defendant shall notify Plaintiffs of any objections to the handout, at which time counsel shall confer and seek to resolve the objections; one week later, if the parties, have not resolved the objections, Plaintiff shall submit the draft handout to the Court for its review; the Court shall decide the appropriate content of the handout one week later, at which time Defendant shall provide Plaintiffs with a copy of any handout Defendant plans to distribute at the workshop, and
3. Defendant shall pay Plaintiff \$25,000.00 in attorney fees, and
4. The Court shall retain jurisdiction to supervise this settlement agreement.

Benj. S. Tolman
D

H. Gapinsky

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

-----:
PATRICIA LEO HOLLOWMAN et al., :
Plaintiffs, : 08 CV 00211 (LAP)
ECF
v. :
NEW YORK STATE NURSES :
ASSOCIATION, :
Defendant. :
-----:

TERMS OF SETTLEMENT AGREEMENT

On February 26, 2009, the parties appeared before the Court for a Settlement Conference.

The parties have agreed to the following terms in full and final settlement of the claims in this matter.

1. Column By Plaintiffs in NY Nurse

- a. NYSNA agrees that it will run an "RN Talk" column drafted by Plaintiffs on Page 3 of the monthly magazine, NY Nurse, in the next monthly issue of the magazine appearing after an agreement is reached.
- b. The topic will be an explanation of the background, positions and goals of the Nurses for Unity. It will be 400 words and subject to regular content rules (i.e., no profanity, etc). It will have standard disclaimer: e.g., the opinions in this column reflect the authors and not NYSNA.
- c. The article will be posted on the NYSNA website as it appears in the hard copy of the magazine.

2. Workshop/Panel/Forum at NYNSA Convention for 2009

- a. NYSNA will agree to hold a workshop/panel/forum at the next convention, on these topics: issues surrounding the leadership and control of the collective bargaining program, operation of the insulation doctrine, and related issues.

b. The panel discussion will include two members of Nurses for Unity. NYNSA will designate two people to be on the panel with the NYSNA point of view, one of which will be Tina Gerardi.

c. The facilitator will be chosen from a list of names supplied by Cornell of persons who will be available to act as a moderator. Both sides will be given the list of names and each side should try to pick one or more names from the list.

d. Agreed Ground Rules:

1. The session will be 90 minutes.
2. The date will be a Friday or Saturday during the Convention.
3. All convention registrants will be permitted to attend.
4. Each speaker on the panel will have 10 minutes to make an introductory statement, with representatives for each side alternating their presentations.
5. Each speaker will have three minutes to respond to questions from audience members; the moderator shall ensure that questions and opportunities for response will be directed to each “side” on an equal basis.
 - Panelists will not ask each other questions.
6. The moderator will call on audience members in such a way as to ensure maximum audience participation, with no more than two minutes allowed per question.
7. The moderator will end the Q and A session 20 minutes prior to closing the session to give the panelists time to make their closing presentations.
8. The moderator shall not permit any audience member to make personal attacks or use abusive language toward any of the panelists or any other persons. The audience members will also be advised of this in advance.
9. NYSNA does not agree to restrict the right of conference participants to distribute flyers during the panel.
10. Each speaker will be given five minutes to make a closing presentation.
11. NO AGREEMENT (Topic of this rule: Plaintiffs' Handouts)

12. Tina Gerardi will participate in the panel. There are no agreed upon limitations as to what topics she will address.
 13. NO AGREEMENT. (Topic of this rule: Recording of presentation).
3. NYSNA will reprint in one of the upcoming issues of NY Nurses within the next year, a copy of the DOL poster, "Union Members Know Your Rights."
4. Attorneys' Fees:

NYSNA agrees that it will pay to Plaintiffs' attorneys the sum of \$ _____ in reimbursement for attorneys' fees.

STANDARD LANGUAGE FOR A FINAL SETTLEMENT AGREEMENT:

1. Upon reaching an agreement, the parties will execute mutual general releases of all claims and agreement not to retaliate against any party for participation in the litigation. *(or equivalent)* *HP*
2. NYSNA will agree to pay all monies by *no later than March 31, 2009* *or* *RCB* *HP*
3. Plaintiffs ~~will~~ dismiss this lawsuit _____ (date).
W.H. *Pre* *as* *1/4/09* *BEP* *HP*

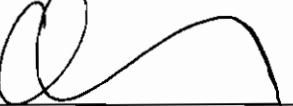
Dated: New York, New York
February 26, 2009

HELLER, HURON, CHERTKOF, LERNER,
SIMON & SALZMAN

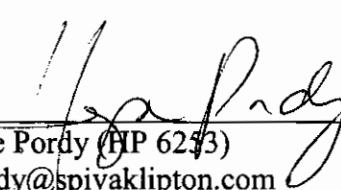
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The Clerk of the Court Shall
mark this action closed and all
pending motions denied as moot.

SO ORDERED:


LORETTA A. PRESKA, U.S.D.J.


February 27, 2009